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8 UNITED STATES DISTRICT COURT

9 DISTRICT OF NEVADA

10 SLADE JACOB KEIGAN NEHLS WEBER,  
11 individually.

12 Plaintiff,

13 vs.

14 USAA CASUALTY INSURANCE  
15 COMPANY; a foreign corporation, DOES 1  
through X, and ROE CORPORATIONS I  
16 through X, inclusive,

17 Defendants.

CASE NO.: 2:22-cv-00791-GMN-NJK

**STIPULATION AND ORDER FOR  
PRIVATE BINDING ARBITRATION AND  
TO STAY COURT PROCEEDINGS**

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19 IT IS HEREBY STIPULATED AND AGREED between Plaintiff SLADE JACOB  
20 KEIGAN NEHLS WEBER ("Plaintiff") and Defendant USAA CASUALTY INSURANCE  
21 COMPANY ("Defendant" or "USAA") (collectively, the "Parties"), through their respective  
22 counsel, as follows:

23 1. Plaintiff's Complaint, filed on April 13, 2022, in the Eighth Judicial District Court,  
24 Clark County, State of Nevada, subsequently removed to United States District Court, District of  
25 Nevada, entitled *Slade Jacob Keigan Nehls Weber v. USAA Casualty Insurance Company*, Case No.  
26 2:22-cv-00791-GMN-NJK, shall be resolved through binding arbitration in accordance with the  
27 terms of an Arbitration Agreement entered into by the Parties;

28 2. The Arbitration shall be conducted at a time, date, and location that is agreeable to

1 the Parties and the Arbitrator;

2 3. Pending the completion of the arbitration hearing, this matter shall be stayed;

3 4. The Parties expressly waive any right to trial by a judge or jury;

4 5. The Parties expressly waive any right to appeal from the Arbitrator's award or any  
5 order made by the Arbitrator;

6 6. The award of the Arbitrator shall constitute a final determination Plaintiff's  
7 Complaint and shall act as judgment in this action even though it will not be filed as a judgment  
8 with the United States District Court, District of Nevada;

9 7. Pursuant to the terms of the Arbitration Agreement, the Parties will, upon the  
10 rendering of the decision by the Arbitrator, stipulate to dismissal of this action, with prejudice,  
11 reserving the right to this Court the authority to enforce the Agreement; and

12 8. Pursuant to the terms of the Arbitration Agreement, the Arbitrator cannot award  
13 costs, interest, or attorneys' fees, and the Parties will bear their own attorneys' fees and costs.

14 9. The Arbitrator's fees shall be borne equally by the Parties as a non-recoverable item  
15 of costs.

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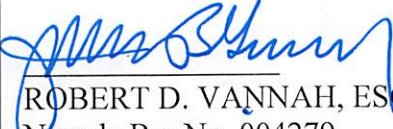
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10. The parties shall keep the court apprised of any procedural developments regarding timing of arbitration.

Dated this 20 day of June, 2023.

VANNAH & VANNAH

  
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*Slade Jacob Keigan Nehls Weber*

Dated this 20th day of June, 2023.

LEWIS BRISBOIS BISGAARD & SMITH LLP

/s/ Jennifer A. Taylor

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*CASUALTY INSURANCE COMPANY*

**ORDER**

IT IS SO ORDERED.

Dated this 22 day of June, 2023.

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U.S. MAGISTRATE JUDGE

IT IS FURTHER ORDERED that parties shall file a Joint Status Report on December 22, 2023, June 22, 2024 and every 120 days thereafter until the stay is lifted.

  
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U.S. DISTRICT JUDGE